

**Article 19  
REPORTING FOR WORK**

Paragraph 1. Any Laborer reporting for work upon order expressed or implied by the Employer or his Agent and not put to work for any reason, except weather conditions, fire, accident or other unavoidable cause, shall receive four (4) hours' pay for lost time. Weather conditions shall be an exception to the requirement for "show up" or reporting pay provided the Employer has notified the Employee by telephone or has required in writing that the Employee call before he departs from home. The Employer must provide a definite and available phone number and must post this provision on each job site. When Laborers are directed to wait during inclement weather by the Employer, his Superintendent or Labor Foreman, they shall be paid for such waiting time.

When placing monolithic concrete, an Employee's eating period can be adjusted, but not beyond one-half ( $\frac{1}{2}$ ) hour before or after the regular scheduled time. Double time shall be paid if no eating period is permitted between shifts.

Any person other than a regular Employee who is called for temporary work for just a portion of one day, and who works more than four (4) hours in any one day, shall receive equivalent of not less than eight (8) hours pay for said day, unless such Employee is prevented from completing a day's work because of inclement weather, in which case the Employee shall be paid for the time actually worked.

Paragraph 2. In case of an accident requiring medical attention during working hours, Laborers shall be permitted to go for or be taken for medical attention at once, and shall be paid for lost time that day.

In the event such injured Laborer is permitted to continue working by the doctor, but is required to return for periodic medical attention during working hours by the insurance physician or company doctor, such injured

Laborer shall be paid for lost time, but not to exceed two (2) hours' pay for such visit to the doctor.

Paragraph 3. The Employer agrees that no punitive action shall be taken against their Employees, if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

**Article 20  
PAYDAY**

Paragraph 1. It is agreed that Employees shall be paid before quitting time on Wednesday of each week, except when the regular payday is on a Legal Holiday, in which case they shall be paid the day before such holiday at quitting time and except when Monday or Tuesday is a legal holiday, in which event the Employee may be paid on Thursday.

Paragraph 2. Wages are to be paid in full up to seventy-five (75) hours preceding payday. An Employee quitting of his own accord shall be paid on the next regular payday. An Employee discharged or laid off shall be paid in cash or check on the job at the time he is laid off or be given a time check calling for four (4) additional hours to cover traveling time. Such additional hours are to be added at the time of giving check and shall be paid on presentation at the office of the Employer. If same is not promptly paid upon arrival at the office, and he is required to remain there during working hours, he shall be paid for such time, Sundays and Holidays excepted.

**Article 21  
WAGES**

The following premiums in hourly wages shall be paid for work performed in the below-listed classifications:

Firebrick Work and Boiler  
Settler Laborers..... 275

Between December 1st and March 15th, Saturday may be used as a make-up day at straight time while tending masons whose Local Unions observe similar conditions; provided, however, that after forty (40) hours have been worked time and one-half will be paid.

### Article 23 HOLIDAYS

Except to protect life or property, there shall be no work performed on Sunday or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or on days when such holidays are celebrated, and all hours worked shall be paid for at the double time rate.

When a holiday falls on Monday through Friday, the make-up day on Saturday shall be paid at time and one-half for the first eight (8) hours and double time thereafter. If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than Sunday, it shall be celebrated on that date.

### Article 24 SHIFT WORK

When necessary from Monday through Friday, the Employer shall have the right to work his Employees in consecutive shifts of eight (8) hours for straight time, with one-half ( $1\frac{1}{2}$ ) hour for lunch during the shift which must be paid for, and not less than, the established overtime rates for all hours worked over eight (8) hours each day. Employees shall receive eight (8) hours pay under this Section even if they are permitted to leave after seven and one-half ( $7\frac{1}{2}$ ) hours, and it shall be a violation of this Agreement if an employee does not receive eight (8) hours pay. Employees who work eight (8) hours on a shift without receiving one-half hour lunch shall receive, in addition to the eight (8) hours pay as provided in this Section, one (1) hour's pay at the applicable premium rate.

Multiple shift work on Saturday shall start after 11:59 p.m. on Friday and not more than eight (8) hours

will be worked at the rate of time and one-half during any one shift, and double time shall apply for all hours over and above eight (8) hours worked, until 8:00 a.m. Monday.

All hours worked on Sundays and Holidays, or on days when Holidays are celebrated, shall be paid at the double-time rate.

When less than three (3) shifts are worked, from Monday through Friday, during each day, the lunch period must be provided, but not paid for, and all established overtime rates must be complied with.

When it is necessary that the contractor use more than one shift for a period of three (3) or more consecutive days, the Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations.

### Article 25 PAYDAY

It is hereby agreed that the Employee shall be paid on the job and before quitting time on the regular payday of each weekly period. When a Laborer is discharged, he shall be paid in full and also, if he is laid off and demands his pay, except when the layoff is caused by bad weather or lack of material being furnished by others. Such wages due may be paid in person or placed in the mail on the same day of discharge or layoff at the option of Employer. When a Laborer quits on his own accord, he shall receive his pay at the next regular payday. Payment may be made by check or currency of the United States at the option of the Employer; but in the event the Employer pays by check, he shall provide reasonable facilities for cashing same. Time checks payable by the Employer shall be considered valid, providing the Laborer be allowed two (2) hours traveling time. Such traveling time shall be added to the time check by the person issuing the same. If the Laborer is obliged to remain and wait before receiving his check, he shall be allowed regular wages for such waiting time.

Where the Employer orders Employees to work and said Employees are compelled to wait upon the job, they shall be paid regular wages for such waiting time, provided they remain on the job. Any Employee reporting for work upon order expressed or implied by the Employer and not put to work for any reason except weather conditions, fire or accident, shall receive four (4) hours' pay. When Employer sends Employees from one job to another during working hours, regular wages shall be paid for such travel time. Single time shall be paid for moving equipment, except on Sunday and holidays, when double time rates shall be paid. The Union reserves the right to strike at any time for wages which are overdue or underpaid, as well as for any violation of this Agreement.

On General Election Days, the individual employed in this trade shall be allowed, not to exceed two (2) hours' time, without pay, for the purpose of voting.

#### Article 26

##### REPORTING FOR WORK

Paragraph 1. If any Employee of the Employer shows up in the morning for work and is not put to work for any reason whatsoever, he shall receive at least two (2) hours' pay.

Weather conditions shall be an exception to the requirement for "show up" on reporting pay provided the Employer has notified the Employee by telephone or has required in writing that the Employee call before he departs from home. The Employer must provide a definite and available phone number and must post this provision on each job site.

If any Employee of the Employer works any time in excess of four (4) hours after the starting time of any day, and he does not finish the day at work through no fault of his own, he shall receive eight (8) hours' pay.

The Employer agrees that no punitive action shall be taken against their Employees, if said Employees refuse to

cross a picket line that may be placed on the job or project of their Employer.

Paragraph 2. In case of an accident requiring medical attention during working hours, Laborers shall be permitted to go for or be taken for medical attention at once, and shall be paid for lost time that day.

In the event such injured Laborer is permitted to continue working by the doctor, but is required to return for periodic medical attention during working hours by the insurance physician or company doctor, such injured Laborer shall be paid for lost time, but not to exceed two (2) hours' pay for such visit to the doctor.

#### Article 27

##### WAGES

The following premiums in hourly wages shall be paid for work performed in the below-listed classifications:

Rakers and Lutemen	.....	275
Machine-Screwmen	.....	275
Asphalt Tamers and Smoothers	.....	275
Kettlemen	.....	275
Mixeremen	.....	275
Drum-Men	.....	275
Jackhammermen (Asphalt)	.....	275
Paintmen	.....	275
Mitre Box Spreaders	.....	275
Laborers on Birch, Overman and Similar Spreader Equipment	.....	275
Laborers on Apsco	.....	275
Laborers on Air Compressors	.....	275
Material Expeditor (Asphalt Plant Laborers)	.....	.00
Paving Form Setters	.....	.275
Jackhammerman (Concrete)	.....	.275

**WORKING CONDITIONS APPLICABLE TO  
SEWER, TUNNEL AND RELATED  
UNDERGROUND CONSTRUCTION**

The following additional rules and conditions shall apply to work performed on sewer, tunnel and related underground construction.

Power Drive Concrete Saws,	275
Other Power Equipment . . . . .	
Cement Gun Nozzle (Laborers)	15
Gunite . . . . .	
Cement Gun Laborers . . . . .	.075
Street Paving, Grade Separation, Sidewalk Curb and Gutter	
Strippers and all Other	.00
General Foreman of Laborers . . . . .	1.575
Superintendent . . . . .	1.575
Foremen of Laborers . . . . .	1.15
Asphalt Foreman . . . . .	1.15
Cut-Out Foreman . . . . .	1.15
Street Repair Foreman . . . . .	1.15

**Article 28**  
**JOB NOTIFICATION AND PRE-JOB  
CONFERENCE NOTIFICATION**  
(Tunnel Work Only)

1. Immediately upon obtaining a job, the Employer shall notify the Union with jurisdiction over the job, describing the size, location and length of the proposed job and the starting time thereof, at least one (1) week prior to the proposed starting date, for the purpose of arranging a pre-job conference.

2. The Employer or his authorized representatives, the District Council, and the Local Union involved shall hold the aforesaid pre-job conference so that the start and continuation of the work may progress without interruption. It shall be the purpose of the pre-job conference to agree upon such matters as the applicable work week and establish starting time, the number of men to be employed, including the number of key men required by the Employer, the method of referral, whether or not there will be a check-off of Union initiation fees and dues, or Agency fees, the applicable wage rates and other matters, not including the interpretation of this Agreement it being agreed that any interpretation of this Agreement, should be made between the principal parties hereto so that proper application thereof may be made on the jobs.

3. The Union and the Employer Associations agree to send a copy of this Agreement to all of their affiliates so that the work covered by this Agreement may be performed in an effective and peaceful manner and the Union agrees that the terms of this Agreement shall be recognized by its affiliated District Councils and Local Unions.

**Article 29**  
**Wages**

The following premiums in hourly wages shall be paid for work performed in the below-listed classifications:

**SEWER WORK**

Air Track Drill Operations, Bottom Men, Bracers-Bracing, Bricklayers Tenders, Catch Basin Diggers, Drainlayers, Dynamiters, Form Men, Jackhammers, Powerpack, Pipelayers, Rodders, Welders and Burners, Well Point System Men. ....	\$3.5
Cement Carriers, Cement Mixers, Concrete Repairmen, Mortar Men, Scaffold Men, Second Bottom Men. ....	\$2.25
Concrete Laborers, Steel Setters. ....	\$1.25
Signal Men, Top Laborers, All Other Laborers. ....	\$0.00

The premium over and above wages and classifications for all Employees working in compressed air should be as follows:

0 - 15 pounds. ....	\$1.00 per hour
16 - 20 pounds. ....	\$1.50 per hour
21 - 26 pounds. ....	\$2.00 per hour
27 - 33 pounds. ....	\$3.00 per hour
34 and over. ....	\$4.00 per hour

**TUNNEL WORK**

Maintenance Technician, Air Track Drill Operators, Miner, Bricklayers Tenders, Concrete Blower Operators, Drillers, Dynamiters, Erector Operators, Form Men, Jackhammers, Powerpack, Mining Machine Operators, Mucking Machine Operators, Laser Beam Operators, Liner Plate & Ring Setter, Shield Driver, Power Knife Operators, Welders-Burners, Pipe Jacking Machine Operators, Skimmers, ....	\$3.5
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Concrete Repairmen, Lock Tender (Pressure Side), Mortar Men, Muckers, Grout Machine, Operators, Track Layers. ....	\$2.25
Air Hoist Operators, Key Board Operators, Car Pushers, Concrete Laborers, Grout Laborers, Lock Tenders (Free Air Side), Steel Setters, Tuggers, Switchmen. ....	\$1.25
Cage Tenders, Dump Men, Flagmen, Signalmen, Top Laborers, Rod Men. ....	\$0.00

**Paragraph 2.** Sewer and Caisson foreman shall receive a \$1.10 premium, sub-foremen a \$.80 premium; Tunnel foremen a \$1.60 premium, sub-foremen a \$1.10 premium; Underground General Foremen shall receive a \$1.60 premium; Underground Superintendents shall receive a \$1.60 premium over and above atop Laborers' scale under his supervision.

**Article 30**  
**WORK HOURS - OVERTIME - HOLIDAYS**  
**ELECTION DAYS**

**HOURS:**

**Paragraph 1.** Eight (8) hours shall constitute a regular workday, from Monday through Friday.

**Paragraph 2.** Forty (40) hours shall constitute a regular workweek, from Monday through Friday.

**OVERTIME:**

**Paragraph 1.** Time and one-half shall be paid for all time worked up to two and one-half ( $2\frac{1}{2}$ ) hours in excess of eight (8) hours in any one regular work day.

**Paragraph 2.** Double time shall be paid for all time worked in excess of ten and one-half ( $10\frac{1}{2}$ ) hours in any one regular workday.

**Paragraph 3.** Time and one-half shall be paid for all time worked in excess of forty (40) hours in any workweek.

**Article 31**  
**SHIFT WORK**

**Paragraph 4.** Time and one-half shall be paid for any work done on Saturdays for the first eight (8) hours regardless of the number of hours worked in the regular workweek; and double time shall be paid for all time worked over eight (8) hours.

**Paragraph 5.** In weeks that have designated holidays that fall during the regular workweek, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour days at straight time. The Union and the Employee must be informed and the Union must give permission to the Employer in writing.

**HOLIDAYS:**

The following days shall be considered Holidays and shall be paid at double time rates: All Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. All Sunday and Holiday work shall be cut to a minimum and shall be resorted to only protect life and property. When a Holiday falls on Monday through Friday, make-up day on Saturday shall be paid at time and one-half for the first eight (8) hours and double time thereafter. If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than Sunday, it shall be celebrated on that date.

**ELECTION DAYS:**

**Paragraph 1.** On Election Days, the individual employee in this trade shall be allowed not more than two (2) hours' from the job without pay for the purpose of voting.

**Paragraph 2.** The time allowed shall be at the Employer's discretion so as not to interfere with scheduled work, except where such discretion is in conflict with State or Federal laws.

**Paragraph 1.** No Employee shall work more than one shift of eight (8) hours in twenty-four (24), except as herein provided.

**Paragraph 2.** Eight (8) hours shall constitute a night's work which under normal, usual and ordinary conditions and circumstances shall commence at 4:00 P.M. when two gangs are employed; where three gangs are employed, one shift will follow the other, and in order that work may be continuous, the shifts shall begin at 8:00 A.M.; 4:00 P.M.; and 12:00 o'clock midnight.

**Paragraph 3.** Under other conditions and circumstances, starting time of eight (8) hour shifts shall be optional with the Employer, provided said Employer notifies the Employee of such starting time.

**Paragraph 4.** When three eight (8) hours shifts or two twelve (12) hour shifts are worked, one (1) eating period of one-half hour during each shift shall be allowed without a deduction of pay. Where one or two eight (8) hour shifts are worked, the eating-period pay will not apply. Employees shall receive eight (8) hours pay under this Section even if they are permitted to leave after seven and one-half ( $7\frac{1}{2}$ ) hours, and it shall be a violation of this Agreement if an employee does not receive eight (8) hours pay.

When it is necessary that the contractor use more than one shift for a period of three (3) or more consecutive days, the Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations.

**Paragraph 5.** Where a second 8-hour shift is established, employees working on the second shift shall receive fifty cents (\$.50) per hour in addition to their base rate of pay. Where a third shift is established, or where a second 12-hour shift is established, employees working

on such shifts shall receive one dollar (\$1.00) per hour in addition to their base rate of pay.

## Article 32

### WORK RULES AND CONDITIONS

**Paragraph 1. REPORTING TIME PAY:** (a) After a person has been hired and ordered to report for work at the regular starting time and no work is provided for him on the day he has so reported, he shall receive four (4) hours pay at the rate applicable for that day, weather conditions, fire, accident or other unavoidable cause, beyond the Employer's control excepted; however, when an employee is directed to wait before starting work during inclement weather by the Employer, his Superintendent or Foreman, and said employee is not notified within thirty (30) minutes that no work will be done because of such conditions, the employee shall receive two hours pay; further, if Employees perform any work and then are prevented from completing a day's work because of inclement weather, they shall receive a minimum of four (4) hours pay; but if they work over four (4) hours, they shall be paid for eight (8) hours.

b. **WORK DAY** - Once a work day has been established (starting time) it shall not be changed unless agreed upon by the Employer and the Union. (With the exception of emergencies.)

c. When notification that work shall not be performed on a particular day, notification of such fact to the Steward shall constitute notice to the men, provided such notification is made during working hours and the Steward is afforded a reasonable opportunity to notify the men.

Paragraph 2. When an Employee is discharged or laid off, the Employer shall pay all wages due him on the day of discharge or layoff. Wages due, at the option of the Employer, may be paid in person or placed in the mail that same day.

**Paragraph 3.** An Employee quitting of his own accord shall be paid on the next regular pay day.

**Paragraph 4.** At the discretion of the Employer or his Foreman, all small tasks customarily performed by Employees covered by this Agreement may be done by others, if:

- (a) Such Employees are not on the job;
- (b) The tasks to be performed and can be done in not more than one-half hour in any one day.

**Paragraph 5. SAFETY AND SANITATION:** Fresh drinking water and suitable shelters for the changing of work clothes shall be provided by the Employer on the job site. In inclement weather, heated shelters shall be provided for such purpose, and all work of the Employee shall be performed under mutually agreed safety and sanitary conditions in conformity with Federal, State and Municipal regulations in effect.

**Paragraph 6. TOOLS AND EQUIPMENT:** There shall be no restrictions of the use of any type of machinery, tools or labor-saving devices. Tools, boots, hard hats, rain gear, implements and safety equipment shall be furnished by the Employer and the same shall remain the property of the Employer.

**Paragraph 7. WORKER'S COMPENSATION:** The Employer agrees to provide security for the payment of compensation to Employees injured, in accordance with the provisions of the Illinois Worker's Compensation Act. The Employer shall, upon request of the Union, submit a certificate of compliance evidencing same.

**Paragraph 8. RIGHTS OF PARTIES:** A. Business Representatives of the Union shall be allowed to visit all jobs during working hours to interview the Steward or men working on the job.

In all tunnel work, the Union shall be recognized as the sole Local of the Laborers' International Union of

North America to perform the work classified under this Agreement.

**Paragraph 9. PAYMENT DISPUTES:** Notwithstanding this Agreement of the parties that, in principle, disputes should never cause work stoppages, the parties consider an Employer's default in payment of wages, and contributions to the Health and Welfare and Pension Funds to be grounds for an exception to this principle, and provisions for enforcement of it hereafter made; and the Union is, therefore, expressly authorized to cause the Employees to stop work immediately on any job on which wages admittedly owed are not paid promptly when due. The authorization to cause immediate work stoppage shall not extend to any case where a dispute in good faith exists between the Employer, Employee or Employees as to the amount due. The Employer agrees that no punitive action shall be taken against their Employees, if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

## WORKING CONDITIONS APPLICABLE TO KANE, KENDALL, McHENRY AND BOONE COUNTIES

The following additional rules and conditions shall apply to work performed in Kane, Kendall, McHenry and Boone Counties, IL.

### Article 33

#### WORKING CONDITIONS

**Paragraph 1.** The Employer agrees to a normal workload for the employees. Should a dispute arise over the interpretation of a normal workload, the matter shall be promptly turned over to the grievance and arbitration procedure for settlement.

**Paragraph 2.** If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than Sunday, it shall be celebrated on that date.

### Article 34

#### WAGES

The following premiums in hourly wages shall be paid for work performed in the below-listed classifications:

BUILDING	
Jackhammer & Air Spade	\$.25
Torch Men (Demolition)	\$.15
Chain Saw Men	\$.25
Power Vibrator	\$.10
Power Tamers	\$.00
Swing Stage & Boatswain	\$.25
Cement Gun Nozzie Men	\$.25
Tile Layer & Bottom Men	\$.35
Hod Carrier &	
Plasterer Tender	\$.35
Mortar Men	\$.15
Tunnel Men	\$.25
Caisson Laborers	\$.50

Dynamiters .....	\$ .50	
Tree Surgeon-Toppers .....	\$ .25	
Night Watchmen .....	\$ .00	
Dosimeter Use .....	\$1.00	
Asbestos Laborer .....	\$ .00	
Toxic & Hazardous Material Remover .....	\$1.00	
Bobcat .....	\$ .00	
Forklift .....	\$ .00	
<b>HEAVY AND HIGHWAY</b>		
Asphalt Laborers & Help .....	\$ .00	
Asphalt Plant Lab .....	\$ .00	
Stripping Laborers .....	\$ .00	
Clipper Type Concrete Saw and Self-Propelled Saws .....	\$ .00	
Chain Saw Man (while operating only) .....	\$ .25	
Air Tampers and Vibrators .....	\$ .05	
Mortar and Concrete Mixers .....	\$ .05	
Stringline and Form Setters on Concrete Highways, Streets, Alleys, etc .....	\$ .15	
Labor Foreman .....	\$ .75	
General Foreman .....	\$ .75	
Superintendent .....	\$ .75	
Torch Man (On demolition only) .....	\$ .15	
Sheeting and Cribbing Men .....	\$ .15	
Blacktop Rakers and Luteman .....	\$ .15	
Machine Screwman .....	\$ .15	
Jackhammer Men .....	\$ .25	
Drillmen, Concrete Breakers and Air Spade .....	\$ .25	
Tunnel Laborers; Tile Layers and Bottom Men .....	\$ .35	
Caisson Diggers .....	\$ .50	
Dynamiters .....	\$ .50	

Dynamite Handlers (Helpers) .....

Flagman .....

Maintenance Men Work between November 15 and April 1, work done in Shop or Yard

Not includ. work performed in construction area .....

Day and Night Watchman .....

Laser Beam .....

Bobcat .....

Forklift .....

Asbestos. Laborers .....

Toxic & Haz.Lab .....

Dosimeter .....

\$ .25

\$ .00

\$ .00

\$ .00

\$ .00

\$ .00

\$ .00

\$ .00

\$ .00

\$ .00

\$ .00

\$ .00

\$ .00

Stringline and Pegs on Slip Form Machines: It shall be the work of the Laborers to set all lines, and leveling for slip form machines (such as the Miller Formless, Curb Master of Iowa, Go-Mo-Co., and other similar slip form machines). It also shall be the work of the Laborers to set the plastic line for the C.M.I. Auto Grader, asphalt machines, and other similar graders. The cleaning of the Auto Graders and slip form machines will be the work of the Laborers. The rate of pay for this classification shall be fifteen cents (\$.15) over the common Laborer's rate of pay.

Lutemen and Rakers: Laborers employed as lutemen and rakers will be paid the specified rate for this classification and will suffer no reduction in pay for the term of their employment.

Screwman: The screwman will receive screwman pay only while performing this classification of work, except if starting the day at screwman pay he shall be allowed to complete the day at no reduction in pay.

Where services are performed by Laborers as watchmen, and such Laborers shall not be engaged in the performance of any other branches of work covered by this Agreement, they shall be paid not less than \$1.50 below the Building Laborers' rate.

## WORKING CONDITIONS APPLICABLE TO WILL AND GRUNDY COUNTIES

The following additional rules and conditions shall apply to work performed in Will and Grundy Counties, IL.

### Article 35 STEWARDS

The Employer agrees to recognize the right of the Union, in whose jurisdiction a job or a project is located the right to appoint one or more Union employees to act as Stewards on said job or project. Such Stewards shall be subject to the same terms of employment as any other employee, but taking into consideration that the Steward should be present during all working hours and also the last Laborer on the job; providing that he does not replace another Laborer that was previously assigned to specific work.

The Stewards duties are to hear and attempt to adjust disputes and differences that may arise between members of this Union and the Employer. The Stewards if unable to reconcile a dispute with the Employer shall report same to the office of the Union which will settle or adjust such disputes. The Stewards will also be recognized as the Laborers Safety Representative.

In no instance shall the Steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

The Union shall have the right to place a steward onto any jobsite of an Employer, in lieu of appointing a steward from among the existing Laborers, if the Employer has, during the term of this Agreement, violated the wage or benefit provisions of this Agreement. Violations must be established through the grievance procedure, court order or written settlement agreement.

### Article 36 WAGES

Paragraph 1. The following premiums in hourly wages shall be paid for work performed in the below-listed classifications:

- a. Tunnel Miners, and all Laborers inside tunnel, Air Blow Pipemen, Torchmen (Burriers), Mortaring Men on Sewer and drain pipe (the applying of mortar and composition mixes), all bottom men on sewer work all sewer and drain pipe layers Multiple Concrete Duct or any other type of pipe used on Public Utility work 8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area, all labor work inside Cofferdam, the use of a 10 foot or more drill steel for hand held drills, Caisson Laborers ground level down to 15 feet, all air tools 8 feet or more below ground level, all Laborers working on swinging suspended or any type or make of scaffolds, 48 feet to 100 feet, all Chimney and Silo Laborers working at a height of 48 feet to 100 feet, all tamping hammers over 150 lbs., all Laborers working inside of a sphere or any type of make or tank at a height of 48 feet to 100 feet, all Hydraulic, electric and air tools or any other type 8 feet or more below ground level, Vibrators any type 8 feet or more below ground level: \$25
- b. Chimney and Silo Laborers for every additional 50 feet or any part thereof above 100 feet high shall be paid an additional \$1.00 per hour above the wage rate beginning at scale plus \$2.25
- c. All Laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height shall be paid an additional \$.50 per hour above the wage rate beginning at scale plus \$.25
- d. Asphalt Rakers, Hod Carriers, Plaster Laborers, Gunnite Laborers, Slab for setters on Roads, Highways, Streets, Airport Runways, and Radii (any type of form) stringline men for all aforementioned work, Wagon &

Tower drillers on land and floating plant used on dredging, Asphalt Gunners and Plug Men (Undercoating on road work), Mortar Pump Laborers and Plaster Pump Laborers: \$20

e. Outside Tunnel Miner Helpers, Sewer and drain pipe layers and Multiple Concrete Duct or any other type of pipe used on Public Utility Work, ground level down to 8 feet, Pumpcrete Pipe Handlers, Blasting Men Helpers: \$10

f. Gunnite Nozzle Men, Caisson Laborers and all ramming Hammers from 150 lbs. and over, from 15 feet below ground level down to 50 feet: \$.50

g. All Underground Cavern Laborers, Caisson Laborers 50 feet or more below ground level, Laborers working under radio active conditions (suiting up), Blasting Men (Powdermen): \$.85

h. Working Foreman issuing orders to Laborers under section 1 A, B, C, D, E, F, & G shall receive an increase of fifty cents (50¢) per hour above the wages set forth therein. Minimum wage: \$.50

i. Non Working Foreman issuing orders to Laborers under section 1 A, B, C, D, E, F, & G shall receive one dollar (\$1.00) per hour above the wages set forth therein.

j. General Labor Foreman shall receive two dollars (\$2.00) per hour above the wages set forth therein.

A Union Member issuing orders to one or more General Foremen: \$2.60

k. Mortar Mixers, handling asphalt shingles, patented scaffolds, sewer and trench ground level down to 8 feet, Catch Basin and Manhole Diggers, mesh handling on road work, Cement and Mineral Filler Handler, Concrete Puddlers, Batch Dumpers, (cement & asphalt), Vibrator Operators, Sand and Stone Wheelers, to Mixer, (Handlers), Concrete Wheelers, Air tamping Hammer men, Concrete and Paving Breakers, Rock Drillers, Jackhammers, Chipping Hammermen, 1 Bag Mixer, Asphalt Laborers, chain and power saws, Pit Men, all

fence Laborers, Mason Tenders, (Mortar & Brick Wheeler), Wagon & Tower drill helpers, Kettlemen and Tarmen, Tank Cleaners, Scaffold & Staging Laborers, Pot Firemen, (Tarmen), Heater Tender for any purpose, water pumps, (Portable Water Pumps shall be tended by Laborers if the Employer determines tending is required), rip rap, Electrician, Plumber and Finisher Helpers (minimum), handling of slab steel road forms in any manner except road form setting, setting center strips, contraction and expansion joints (road work), unloading and handling thereof of the following: Lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad ties and all other creosoted materials, paving blocks and concrete forms, handling of insulation of any type, all work involving the unloading of materials, fixtures, or furnishings whether crated or uncrated, all mortar and composition mixers of sewer work, track Laborers, Chimney and Silo Laborers working at a height of 1 to 48 feet, all Laborers working on swinging, suspended, or any type or make of scaffolding 1 foot to 48 feet, all Laborers working inside a sphere or any type of make of tank minimum rate, all Laborers working inside a sphere or any type or make of tank from bottom to a height of 48 feet minimum rate, form strippers (any type) Mechanical or motorized buggies, for concrete or masons Employers, the use of skid steer loads and forklifts or any other machinery which replaces the wheelbarrow or buggy, handling multiple concrete duct or any other type of pipe used in Public Utility work unless otherwise specified herein, snapping of Wall ties and removal of rods, drilling of Anchor Bolt Holes, concrete or asphalt clipper type saws and self propelled saws, Shoulder and Grade Laborers, all hydraulic electric and air or any other type of tools, grouting and caulking, carpenter helpers, cleaning lumber, nail pulling, deck hand, dredgehand, shore Laborers, Bankmen on Floating Plant, Tool and Material Checkers, (on a job site requiring a Tool Shanty, said Tool Shanty shall be tended by a Laborer if the Employer determines tending is required), Signalmen and Flagmen on all construction work defined

herein, cleaning of debris, removal of trees, concrete curbing, temporary concrete protection, regardless of manner or materials used, truck helpers, Laborers on Apsco, Janitorial Service, Wrecking and Demolition Laborers, all landscaping, laying of sod, planting of trees: \$.00

**Paragraph 2. Asbestos Use:** A premium of \$1.00 per hour shall be paid to any Laborer required to work with asbestos, who is a certified asbestos Laborer who is licensed by the State of Illinois as an Asbestos Abatement worker. Any equipment necessary to perform work or physical examination required by the Employer will be paid for by the Employer.

### Article 38 SHIFT WORK

**Paragraph 1.** All employees working the 4:00 P.M. to 12:00 Midnight shift and the 12:00 Midnight to 8:00 A.M. shift where shift work is involved shall receive an additional fifty (50¢) cents per hour above their regular wage rate.

**Paragraph 2.** No shift work will be allowed for periods of less than 5 days unless it is imperative; in that event, all work done before and after regular working hours (8:00 A.M. to 4:30 P.M.) shall be paid as overtime.

**Paragraph 3.** Where two twelve (12) hour shifts are used, an eating period of one-half hour shall be allowed each shift without loss of pay. Time and one-half (1 1/2) the regular hourly wage shall be paid for the first two and one half (2 1/2) hours after the eighth hour, and double time shall be paid for all hours worked thereafter. A paid twenty (20) minute break shall be provided during the four (4) hour overtime.

### Article 37 FOREMAN AND GENERAL FOREMAN

Where there are three (3) to six (6) Laborers employed on a job, one Laborer shall be a working Foreman; where there are seven (7) or more Laborers employed on a job, one (1) Laborer shall be a non-working Foreman. The Employer may select a working or a non-working Foreman from the group of Laborers to supervise in the above mentioned. The Employer may advance the working Foreman to a non-working Foreman if he so desires.

This Agreement shall not include the supervisory forces classed as clerical employees; timekeepers, superintendents, master mechanics or general labor foreman. In the event that the Employer desires to employ a General Labor Foreman who is a member of the Union his wages shall not be less than stipulated herein.

A General Labor Foreman is considered as such when he issues orders to one or more Labor Foreman. In the event that the Employer desires to employ a Union Member who issues orders to one or more General Labor Foremen his wages shall not be less than as stipulated herein.

### Article 38 SHIFT WORK

**Paragraph 1.** All employees working the 4:00 P.M. to 12:00 Midnight shift and the 12:00 Midnight to 8:00 A.M. shift where shift work is involved shall receive an additional fifty (50¢) cents per hour above their regular wage rate.

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### Article 39 OTHER PAY RATES BUILDING CONSTRUCTION AND HEAVY AND HIGHWAY

**Paragraph 1. Reporting Time:** It is agreed that when a Laborer is called by the Employer Monday through Friday or an employee already employed, reports for work on a job site or place designated by the Employer, and is not put to work at his regular starting time (8:00 A.M.) due to any reason except inclement weather, i.e., Acts of God, lightning, tornadoes, fire, etc., or for any other reason and is sent home, he shall receive not less than four (4) hours pay, unless such Employee is notified two (2) hours before starting time that no work is available for him. If the Laborers are sent home, that day from job site, the Employer must notify all members or the Steward of said action.

**Paragraph 2. Waiting Time:** It is agreed that when a Laborer is called or a regular employee reports for work at his regular starting time (8:00 A.M.) and the Employer is unable to put him to work due to any reason except inclement weather, i.e., Acts of God, lightning, tornadoes, fire, etc., or for any other reason, and the Employer desires that the Employee wait on the site of the project to be available, his waiting time shall not be less than four (4) hours and he shall be paid at his regular rate of pay. In the event that the Employee waits more than four (4) hours, all additional time shall be paid on multiples of one (1) hour. Employees must remain on job site to receive this pay and be available for work.

**Paragraph 3. Pay at Highest Rate Classification:** Due to various wage classifications as set forth herein, it is agreed that when an employee is required to work at more than one (1) classification in any one day, his wage rate shall be paid at the highest rate classification for that day.

**Paragraph 4. Call-In Pay:** It is agreed when a new employee is called or an employee already employed covered by this Agreement reports for work and for whom any work is provided, regardless of the time he works, shall receive the equivalent of not less than four (4) hours pay at his regular rate of pay for that day. Further, an employee who works more than four (4) hours in any day shall receive the equivalent of not less than eight (8) hours pay.

Employees who perform any work and then are prevented from completing a days work, due to inclement weather only they shall receive a minimum of four (4) hours pay an employee who works more than four (4) hours and less than six (6) hours shall receive not less than six (6) hours pay an employee who works more than six (6) hours and less than eight (8) hours shall receive not less than eight (8) hours pay.

**Paragraph 5. Call Off:** The Employer will be excused from paying show-up time because of weather,

provided that he has notified the Employee by telephone or has required, in writing, that the Employee call before he departs from home. The Employer must provide a definite and available phone number and must post this provision on each job site.

If the above provisions are not complied with, the Employer will be required to pay two (2) hours show-up time to any Employee who appears on the job and cannot work because of the weather. This provision applies to the Contract in total.

## WORKING CONDITIONS APPLICABLE TO LAKE COUNTY

The following additional rules and conditions shall apply to building/mason and road/sewer work performed in Lake County, IL.

**Section C.** When three (3) eight (8) hours shifts are used, the Employees on the first shift shall receive eight (8) hours' pay for eight (8) hours worked. Employees on the second shift shall receive eight (8) hours' pay for seven and one-half (7½) hours worked. Employees on the third shift shall receive eight (8) hours' pay for seven (7) hours worked. On all three shifts one-half hour shall be allowed for eating lunch. Employees on the second shift shall receive eight (8) hours pay under this section even if they are permitted to leave after seven and one-half (7½) hours and Employees on the third shift shall receive eight (8) hours pay under this section even if they are permitted to leave after seven (7) hours, it shall be a violation of this agreement if an employee does not receive eight (8) hours pay. Employees who work eight (8) hours on a shift without receiving a one-half hour lunch shall receive, in addition to the eight (8) hours pay as provided in this Section, one (1) hour's pay at the applicable premium rate. Any work done in excess of eight (8) hours on the first shift, and in excess of seven and one-half (7½) hours on the second and seven (7) hours on the third shifts shall be paid wages at the rate of double time.

**Section D.** When two twelve (12) hour shifts are used, an eating period of one-half hour shall be allowed each shift without deductions in pay and all time in excess of eight (8) hours shall be paid at the regular overtime rates, that is to say, and two and one-half (2½) hours immediately following the first eight (8) hours shall be paid for at the rate of time and one-half, and double time thereafter. Employees who work one of two twelve (12) hours shift without receiving a one-half hour lunch shall receive, in addition to the twelve (12) hours pay as provided in this Section, one-half hour's pay at the applicable premium rate.

**Section E.** When two eight (8) hour or two ten (10) hour shifts are used, an eating period of one-half (½) hour shall be allowed, but not paid for, but all time in excess of eight (8) hours worked shall be paid at the regular overtime rates, as set forth in Paragraph 4 of this Article.

## Article 41 SHIFT WORK

**Section A.** When it is necessary that the Employer use more than one shift for a period of three (3) or more consecutive days, the Local Union's Business Manager shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. In cases where the multiple shift operations are to run greater than five (5) consecutive days, a pre-job conference shall take place between the Business Manager of Local 152 or his representative and the Employer before such shift work will be allowed. In the event permissible shift work does not fulfill the requirements as stated above, except for conditions beyond the Employers control, time worked will revert to premium wages for the second and third shift.

**Section B.** On Multiple shift arrangements, the work week shall start at 8:00 a.m. Monday, and continue until 7:59 a.m. Saturday. In no event shall regular working hours of different shifts overlap.

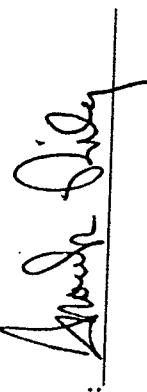
**Section F.** On Saturday, other than single time shift, shift work shall start at 8:00 a.m. and the first eight (8) hours of each shift shall be paid for at the rate of time and one-half, and thereafter double time shall be paid; however, under no conditions shall more than eight (8) hours be worked at the rate of time and one-half on any one shift.

The parties hereby agree to the terms of this Agreement by their execution hereof.

CHICAGO AREA INDEPENDENT CONSTRUCTION ASSOCIATION

By:   
Dated: 5/31/06

CONSTRUCTION AND GENERAL LABORERS'  
DISTRICT COUNCIL OF CHICAGO AND VICINITY

By:   
Dated: 5/31/06

By:   
Dated: 5/31/06

**ADDENDUM**  
**CONSTRUCTION INDUSTRY SERVICE**  
**CORPORATION JOINT LABOR-MANAGEMENT**  
**UNIFORM DRUG/ALCOHOL ABUSE PROGRAM**

**I. Policy Statement**

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. (Company Name), and the signatory unions seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, health work environment for all of its employees.

**II. Definitions**

- a. **Company Premises** - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.
- b. **Prohibited Items & Substances** - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcohol beverages, and drug paraphernalia in the possession of or being used by an employee on the job.
- c. **Employee** - Individuals, who perform work for (Company Name), including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- d. **Accident** - Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.
- e. **Incident** - An event which has all the attributes of an accident, except that no harm was caused to person or property.

f. **Reasonable Cause** - Reasonable cause shall be defined as excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

### III. Confidentiality

a. All parties to this policy and program have only the interest of employees in mind, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The company will also take action to assure that your illness is handled in a confidential manner.

b. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

e. The handling and transportation of such specimen will be properly documented through the strict chain of custody procedures.

### IV. Rules - Disciplinary Actions - Grievance Procedures

1. **Rules** - All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

a. Use, possess, dispense or receive prohibited substances on or at the job site; or

b. report to work with any measurable amount of prohibited substances in their systems.

2. **Discipline** - When the company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:
  - a. Applicants testing positive for drug use will not be hired.
  - b. Employees who have not voluntarily come forward, and who test positive for drug use, will be terminated.
  - c. Employees who refuse to cooperate with testing procedures will be terminated.
  - d. Employees found in possession of drugs or drug paraphernalia will be terminated.
  - e. Employees found selling or distributing drugs will be terminated.
  - f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.
3. **Prescription Drugs** - Employees using prescription medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making any appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by a prescribed physician.

4. *Grievance* - All aspects of this policy and program shall be subject to the grievance procedure contained in the applicable collective bargaining agreement.

#### V. Drug/Alcohol Testing

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operations of this policy and program, it may be necessary to require testing under the following conditions:

- a. A pre-employment drug and alcohol test may be administered to all applicants for employment. Employees recalled to work by an Employer, and employees referred to an Employer by the Union who are requested to be tested, shall be compensated at their regular hourly rate of pay for the time required in such testing;
- b. A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;
- c. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;
- d. Testing may be required as a part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse

and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood tests will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

#### VI. Rehabilitation and Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the company or union health and welfare/insurance program.

If treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

**LABORERS' PENSION AND WELFARE FUNDS FOR CHICAGO & VICINITY**  
 Case# 08cv00035 Document 13-1 Filed 06/18/2008 Page 18 of 29  
 1465 CERMAK ROAD, WESTCHESTER, ILLINOIS 60154  
 TELEPHONE 1-708-562-0200 ADMINISTRATION

CODE

034751

REPORT FOR HOURS WORKED IN JAN. 2008  
 PERIOD FROM 10

PHONE (773) 988-0658

FED. ID NO. 35-2272127

Please  
check  
here

Inactive PAGE 1

Send more forms

Change of address

Change in name

Final Report:

Sold (out of) Business

Return to home base

JG

SOCIAL SECURITY  
NUMBER  
(MUST BE SHOWN)

LOCAL  
NO.

NAME OF EMPLOYEE

TOTAL  
HOURS

529-90-8159	0001	KRZYSZTOF GROLLE	—
551-68-4234	#6	WES ORLOWSKI	160.—
558-92-9925	0001	MACIEJ HOLOWINSKI	—
322 88-3789	#1	KRZYSZTOF SIEMBAB	160.—

TOTAL HOURS

FUND	RATE	TOTAL HOURS	AMOUNT
WELFARE & PENSION	15.65		320.—
TRAINING	0.22		
TOTAL (ALL FUNDS)	15.87		
CHECK NUMBER			
			44,438.40

**EMPLOYER'S WARRANTY AND ACCEPTANCE:** The undersigned employer hereby warrants that this report accurately states all hours worked by all laborers in its employ. In addition, the employer hereby agrees to be bound to the terms of the current collective bargaining agreement executed between the Construction and General Laborers' District Council of Chicago and Vicinity and the relevant Multi Employer Associations. Further, the undersigned hereby expressly accepts and agrees to be bound by the trust agreements governing Laborer's Pension and Welfare, et al., and accepts all of the terms thereof with the intention of providing benefits to its laborers.



Please complete and return this report with payment to:  
 Laborers' Pension & Welfare Funds  
 33367 Treasury Center  
 Chicago, IL 60694-3300

EXHIBIT

E-2

127-M

Fund Adm. *John J. Jorgenson*

Union *Frank R. Rie*

Employee

By

*Orlowski Company, Inc.*  
*John A. Orlowski*

Signed by an authorized officer, partner or agent only

REMITTANCE COPY

DP-4



LABORERS' PENSION AND WELFARE FUNDS FOR CHICAGO & VICINITY  
Case 118-00035-Dolmetsch FILED 06/16/2008 562-P-200 ADMINISTRATION  
1465 CERMACK ROAD, WEST CHESTER, ILLINOIS 60184-13-11 Page 29 of 29

## CODE

054751

REPORT FOR HOURS WORKED IN J  
PERIOD FROM TO

MARCH 08

PHONE (773) 988-0658

FED. ID NO. 35-227212

Please  
check  
here

Inactive      PAGE 1

Send more forms

Change of address

Change in name

Final Report:

Sold (out of) Business

Return to home base

J G

**EMPLOYER'S WARRANTY AND ACCEPTANCE:** The undersigned employer hereby warrants that this report accurately states all hours worked by all laborers in its employ. In addition, the employer hereby agrees to be bound to the terms of the current collective bargaining agreement executed between the Construction and General Laborers' District Council of Chicago and Vicinity and the relevant Multi Employer Associations. Further, the undersigned hereby expressly accepts and agrees to be bound by the trust agreements governing Laborer's Pension and Welfare, et al., and accepts all of the terms thereof with the intention of providing benefits to its laborers.

Please, complete and return this report with payment to:  
**Laborers' Pension & Welfare Funds**  
**33367 Treasury Center**  
**Chicago, IL 60694-3300**

• **RECOGNIZE** Fund Adm. James J. Dargan

Employer

ORLOWSKI COMPANY INC

By W. J. S.

Signed by an authorized officer, partner or agent only

Signed by an authorized officer, partner or agent only

**REMITTANCE COPY**

**DP-4**

Case 18-cv-00056 Document 13-1 Filed 06/18/10 Page 21 of 29  
11465 CERMAK ROAD, WESTCHESTER, ILLINOIS 60154 TELEPHONE 1-708-562-0200 ADMINISTRATION

11465 CERIAK ROAD, WESTCHESTER, ILLINOIS 60154

**TELEPHONE 1-708-562-0200 ADMINISTRATION**

## CODE

034751

REPORT FOR HOURS WORKED IN APRIL '08  
PERIOD FROM 10

PHONE (773) 988-0658

FEB. 10 NO. 35-2272120

Please  
check  
here

Inactive      PAGE 1

Send more forms

Change of address

Change in name

Final Report:

Sold (out of) Business

Return to home base

16

**EMPLOYER'S WARRANTY AND ACCEPTANCE:** The undersigned employer hereby warrants that this report accurately states all hours worked by all laborers in its employ. In addition, the employer hereby agrees to be bound to the terms of the current collective bargaining agreement executed between the Construction and General Laborers' District Council of Chicago and Vicinity and the relevant Multi Employer Associations. Further, the undersigned hereby expressly accepts and agrees to be bound by the trust agreements governing Laborer's Pension and Welfare, et al., and accepts all of the terms thereof with the intention of providing benefits to its laborers.

Please complete and return this report with payment to:  
**Laborers' Pension & Welfare Funds**  
**33367 Treasury Center**  
**Chicago, IL 60694-3300**

## Fund Adm

## Union

Employer Milwaukee Company Inc.  
By John Alcock REMITT

**REMITTANCE COPY**

DP-4

**ORLOWSKI COMPANY INC**  
**2524 W HURON ST**  
**CHICAGO, IL 60612**

CONTRACTOR # 34751

REPORT MONTH	NUMBER OF HOURS	TOTAL GROSS	DUES OWED	LDCMC OWED	LECET OWED	CAICA OWED	<b>TOTAL DELINQUENT</b>
Jan-08	320	\$10,608.00	\$291.72	\$38.40	\$16.00	\$25.60	\$371.72
Feb-08	320	\$10,608.00	\$291.72	\$38.40	\$16.00	\$25.60	\$371.72
Mar-08	160	\$5,304.00	\$145.86	\$19.20	\$8.00	\$12.80	\$185.86
Apr-08	400	\$13,260.00	\$364.65	\$48.00	\$20.00	\$32.00	\$464.65
<b>TOTAL DELINQUENT</b>							<b>\$1,393.95</b>
<b>10% LIQUIDATED DAMAGES</b>							<b>\$139.40</b>
<b>TOTAL AMOUNT DUE</b>							<b>\$1,533.35</b>

AS OF 6/16/2008



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>LABORERS' PENSION FUND and</b>	)	
<b>LABORERS' WELFARE FUND OF THE</b>	)	
<b>HEALTH AND WELFARE DEPARTMENT</b>	)	
<b>OF THE CONSTRUCTION AND GENERAL</b>	)	
<b>LABORERS' DISTRICT COUNCIL OF</b>	)	
<b>CHICAGO AND VICINITY, and JAMES S.</b>	)	
<b>JORGENSEN, Administrator of the Funds,</b>	)	
<b>Plaintiffs,</b>	)	<b>Case No. 08 C 35</b>
<b>v.</b>	)	
	)	<b>Judge BUCKLO</b>
<b>ORLOWSKI CONSTRUCTION, INC.,</b>	)	
<b>a dissolved Illinois corporation, and</b>	)	
<b>ORLOWSKI COMPANY, INC., an Illinois</b>	)	
<b>corporation, and WESLEY J. ORLOWSKI,</b>	)	
<b>f/k/a WIESLAW J. ORLOWSKI, individually,</b>	)	
<b>Defendants.</b>	)	

**DECLARATION OF JERROD OLSZEWSKI**

I, JERROD OLSZEWSKI, declare and state as follows:

1. I am Funds Counsel for Plaintiffs Laborers' Pension Fund and Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity (the "Funds"), Plaintiffs in the above-referenced action. This Declaration is submitted in support of the Funds' Motion for Judgment in Sum Certain against Defendants Orlowski Construction, Inc. and Orlowski Company, Inc.

2. Shareholders of the law firms of Allison, Slutsky & Kennedy, out-of-house collection counsel for the Laborers' Funds, bill Funds at a rate of \$175.00 per hour. Affiant, as in-house counsel for Funds has first-hand knowledge that the hourly rate of \$175.00 has been found reasonable and has been awarded by many courts in collection



proceedings.

3. In house counsel for Funds, Patrick T. Wallace, received a Bachelor of Arts Degree from the University of Illinois at Urbana- Champaign in 1992 and a Juris Doctor Degree from the University of DePaul College of Law in 1995. He was admitted to the bar of the State of Illinois in November 1995 and to the bar of the United States District Court for the Northern District of Illinois in December 1995. He has also been admitted to the bar of the United States District Court for the Central District of Illinois. He was admitted to the Trial Bar of the Northern District of Illinois on September 20, 2000. From November 1995 to August 2000 he practiced labor and employment law as an associate at the law firm of Katz, Friedman, Eagle, Eisenstein & Johnson (formerly Katz, Friedman, Schur & Eagle). In September 2000, he became Funds Counsel for the Laborers' Pension Fund and Laborers' Welfare Fund for the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity.

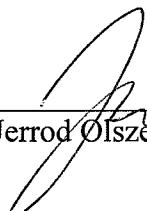
4. Jerrod Olszewski, in-house counsel for Funds, received a Bachelor of Arts Degree from Benedictine University in 1993 and a Juris Doctor Degree from the John Marshall Law School in 2002. I was admitted to the bar of the State of Illinois in May, 2002, and to the bar of the United States District Court for the Northern District of Illinois in May, 2002. From May, 2002 to December, 2004, I practiced labor and employment law as an associate at the law firm of Katz, Friedman, Eagle, Eisenstein & Johnson, former out-of-house counsel to the Laborers' Funds, with the majority of my work being spent representing the Laborers' Funds. In December, 2004, I became in-house counsel for the Funds.

5. Based on the foregoing, \$175.00 represents a fair and reasonable market rate for my and Patrick T. Wallace's in-house legal services to the Funds in this matter.

6. Exhibit F-1 attached hereto sets forth the time expended to date by in-house counsel on this matter. As set forth in that Exhibit, we have expended 22.2 hours totaling \$3,875.00 in attorneys' fees and \$479.60 in costs totaling \$4,354.60.

I, the undersigned, certify under penalty of perjury that the foregoing is true and correct.

Date: 6/17/08

  
\_\_\_\_\_  
Jerrod Olszewski

Laborers Pension and Welfare Funds  
 11465 Cermak Rd.  
 Westchester, IL 60154

Invoice submitted to:  
 Orlowski 4

June 17, 2008

Invoice #10001

Professional Services

			Hrs/Rate	Amount
1/2/2008	JO	Telephone conference with Gilleran and voicemail re: status; Reviewed file and referal for new suit, Corp. searches; Lexis searches; Drafted Complaint.	2.60 175.00/hr	455.00
1/3/2008	JO	Review File	0.10 175.00/hr	17.50
1/8/2008	JO	Letter to District Council	0.20 175.00/hr	35.00
1/4/2007	PGL	letter to JAS	0.10 75.00/hr	7.50
1/16/2008	JO	Draft memo to J. Gilleran; memo to D. Ayala; Telephone conference with Defendant; letter to Defendant.	1.40 175.00/hr	245.00
1/17/2008	JO	Telephone conference with District Council Bobak re: status; Conference with J. Gilleran re: status.	0.50 175.00/hr	87.50
1/23/2008	JO	Reviewed file, letter and fax to Defendant	0.70 175.00/hr	122.50
2/4/2008	JO	voicemail and Telephone conference with US DOL Denise, reviewed file	0.80 175.00/hr	140.00
2/5/2008	JO	3 emails to Jean Mashos re: audit, read 2 emails from Marshos, letter to Wolf and fax	0.90 175.00/hr	157.50
2/14/2008	JO	Email documents, read documents, Telephone conference and voicemail auditor re: status	0.40 175.00/hr	70.00



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			Hrs/Rate	Amount
2/20/2008	JO	email and Telephone conference with DOL Hockley-Cann re: discovery, Telephone conference with auditor	0.80 175.00/hr	140.00
2/25/2008	JO	Telephone conferences (2) with auditor re: status; review of DOL subpoena; review of records; Telephone conferences (3) with J. Gilleran re: subpoena; draft letter to DOL.	2.50 175.00/hr	437.50
2/28/2008	JO	Edited letter to Dept of Labor, Telephone conference with Dept of Labor	0.20 175.00/hr	35.00
3/10/2008	JO	Telephone conference with auditor re: status	0.20 175.00/hr	35.00
3/11/2008	JO	Telephone conference with and voicemail to auditor	0.40 175.00/hr	70.00
3/18/2008	JO	Telephone conference with DOL Huckley-Cann re: status	0.30 175.00/hr	52.50
3/19/2008	JO	Telephone conference and voicemail with auditor	0.40 175.00/hr	70.00
4/1/2008	JO	voicemail and Telephone conference with Gilleran re: audit	0.30 175.00/hr	52.50
4/9/2008	JO	Telephone conference with Defendant re: challenges to audit	0.30 175.00/hr	52.50
4/7/2008	JO	Reviewed audits of both Defendants, letter and fax Defendant	0.80 175.00/hr	140.00
4/8/2008	JO	Conference with JG re: current reports	0.20 175.00/hr	35.00
4/15/2008	JO	2 Telephone conference with Defendant re: challenges	0.40 175.00/hr	70.00
4/18/2008	JO	Reviewed audit, preparation for meeting with Defendant, Telephone conference with Defendant re: meeting cancelled, 3 Telephone conference with J. gilleran re: work histories of individuals on both audits	2.30 175.00/hr	402.50
4/22/2008	JO	Telephone conference with Defendant re: meeting and challenges	0.20 175.00/hr	35.00
4/25/2008	JO	Review of file; Conference with Defendant re: challenges to audit.	0.90 175.00/hr	157.50
6/17/2008	JO	3 Telephone conference with J. Gilleran re: additional liquidated damages not on spreadsheet, edited Motion for Entry of Default Judgment, affidavit of Joe Gilleran, declaration of atty fees, Telephone conference with dues re: affidavit, order, organized exhibits to all foregoing docs.	2.60 175.00/hr	455.00

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			Hrs/Rate	Amount
6/16/2008	JO	Telephone conference with District Council Dues, Ayala, reviewed file, drafted Motion for Entry of Default Judgment, voicemail to J. Gilleran re: damages, drafted affidavit of Gilleran, affidavit of Ayala, declaration of atty fees,	1.70 175.00/hr	297.50
		For professional services rendered	22.20	\$3,875.00
		Additional Charges :		
1/2/2008		Photocopies of Complaint, etc.		9.60
		Filing fee.		350.00
1/23/2008		Service of Summons and Complaint on all Defendants.		120.00
		Total additional charges		\$479.60
		Total amount of this bill		\$4,354.60
		Balance due		\$4,354.60

Name	Timekeeper Summary		
	Hours	Rate	Amount
Jerrod Olszewski	22.10	175.00	\$3,867.50
Paralegal	0.10	75.00	\$7.50

**CERTIFICATE OF SERVICE**

The undersigned attorney of record certifies that he caused a copy of the foregoing Motion for Entry of Default Judgment to be served upon the following persons via U.S. First Class Mail, postage prepaid, on June 18, 2008.

Orlowski Construction, Inc.  
c/o Wesley Orlowski  
2524 W. Huron St.  
Chicago, IL 60612

Orlowski Company, Inc.  
c/o Wesley Orlowski  
2524 W. Huron St.  
Chicago, IL 60612

Wesley Orlowski  
2524 W. Huron St.  
Chicago, IL 60612

/s/ Jerrod Olszewski